

FINAL

**FINDINGS OF SUITABILITY TO TRANSFER
(FOST)**

**SUPER FOST II
FORT MCCLELLAN, CALHOUN COUNTY, ALABAMA**

October 2002

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LIST OF ACRONYMS

ACM	Asbestos Containing Material
ADEM	Alabama Department of Environmental Management
ALDOT	Alabama Department of Transportation
BTEX	Benzene, Toluene, Ethylene and Xylenes
CAL	Corrective Action Limit
CFR	Code of Federal Regulations
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERFA	Community Environmental Response Facilitation Act
DOD	Department of Defense
DPDO	Defense Property Disposal Office
DRMO	Defense Reutilization and Management Organization
EBS	Environmental Baseline Survey
ECP	Environmental Condition of Property
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Endangered Species Act
FMC	Fort McClellan
FOST	Finding of Suitability to Transfer
FWS	U.S. Fish and Wildlife Service
HUD	Department of Housing and Urban Development
JPA	Joint Powers Authority
LBP	Lead-Based Paint
MARSSIM	Multi Agency Radiological Survey and Site Investigation Manual
MCL	Maximum Contaminant Level
NEPA	National Environmental Policy Act
NRC	Nuclear Regulatory Commission
OE	Ordnance and Explosives
OSHA	Occupational Safety and Health Administration
PAH	Polycyclic Aromatic Hydrocarbons
PCB	Polychlorinated Biphenyl
pCi/L	picocuries per liter
ppb	parts per billion
ppm	parts per million

RADIAC	Radiation Indicating an Alarm Computer
SHPO	State Historic Preservation Officer
TCLP	Toxicity Characteristic Leaching Procedure
TPH	Total Petroleum Hydrocarbon
TRPH	Total Recoverable Petroleum Hydrocarbon
TSCA	Toxic Substance Control Act
USACE	US Army Corps of Engineers
UST	Underground Storage Tank
UXO	Unexploded Ordnance
VOC	Volatile Organic Compound

FINDING OF SUITABILITY TO TRANSFER

(FOST)

SUPER FOST II

Fort McClellan, Calhoun County, Alabama

September 2002

1.0 PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of the SUPERFOST No. 2 property (hereafter referred to as the Property), U.S. Army Garrison Fort McClellan (FMC), Alabama, for transferring to the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA) for use of the Property consistent with Fort McClellan Comprehensive Reuse Plan and with Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) §120(h), and Department of Defense (DOD) and Army policy. In addition, the FOST identifies use restrictions necessary to protect human health and the environment as specified in the attached Environmental Protection Provisions (Attachment 1).

2.0 PROPERTY DESCRIPTION

Fort McClellan is located in Calhoun County in the foothills of the Appalachian Mountains in northeast Alabama (Figure 1). The proposed Property for transferring is approximately 314.10 acres of land with 70 facilities summarized in Table 1 and shown on Figure 2.

3.0 ENVIRONMENTAL CONDITION OF THE PROPERTY

A determination of the environmental condition of the property was made based on the review of existing environmental documents, aerial photographs and recorded chain of title documents; completing associated physical and visual inspection of the site and the properties immediately adjacent to the SUPERFOST No. 2 property; and conducting personal interviews. Documents reviewed included the Final Environmental Baseline Survey (EBS) and Community Environmental Response Facilitation Act (CERFA) Letter Report (January, 1998); U. S. Environmental Protection Agency (EPA) Region 4 and the Alabama Department of Environmental Management's (ADEM) conditional concurrence to the CERFA Report; the Disposal and Reuse Environmental Impact Statement (August 1998) and

its associated Record of Decision (June 1999); Asbestos Containing Material Survey Report (1998); Commodity Site Survey Report (March 2000); Radon Monitoring Report (December 1998); Lead-Based Paint Risk Assessment Report (1995); Lead Based Paint Surveys and Risk Assessments (Phase I) (January 2001); Polychlorinated Biphenyl (PCB) Transformer Database Files (February 1997); Biological Assessment Report (April 1998); Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama, (August 1994); The Fort McClellan Archives Search Report (July 1999); A Historic Preservation Plan for Fort McClellan, Alabama (September 1994); Final Underground Storage Tank Closure Assessment Report, (February 2001); Final Site Investigation Report, Ammunition Supply Point and Building 4416, Parcels 197(7) and 199(7), (February 2001); Final Decision Document for the Ammunition Supply Point and Building 4416, Parcels 197(7) and 199(7), (February 2001); Final Site Investigation Report, Former Motor Pool Area 1300, 4th Avenue, Parcels 148(7) and 16(7), (March 2001); Final Site Investigation Report, Former Motor Pool Area 1300, Parcels 143(7), (March 2001); Final Decision Document for Former Motor Pool Area 1300, Parcels 143(7), (May 2001); Final Site Investigation Report, Autocraft Shop/Former DPDO and Former Motor Pool Area 2100 North of DPDO, Parcels 100(7), 20(7), 47(7), 152(7), and 241(7), (June 2001); Final Decision Document for the Autocraft Shop/Former DPDO and Former Motor Pool Area 2100 North of DPDO, Parcels 100(7), 20(7), 47(7), 152(7), and 241(7), (June 2001); Final Site Investigation Report, Boiler Plant No.1, Building 3176, Parcel 26(7) and 89(7), (June 2001); Final Decision Document for Boiler Plant No.1, Building 3176, Parcel 26(7) and 89(7), (June 2001); Final Site Investigation Report, Former Incinerators, Buildings 4428 and 4430, Parcel 96(7), (June 2001); Final Decision Document for the Former Incinerators, Buildings 4428 and 4430, Parcel 96(7), (June 2001); Final Decision Document for Boiler Plant No. 4, Building 1876, Parcels 101(7) and 236(7), (June 2001); Final Site Investigation Report, Ground Scar South of Building 3134, Parcel 153(7), (June 2001); Final Decision Document for the Ground Scar South of Building 3134, Parcel 153(7), (June 2001); Final Site Investigation Report, Ground Scar Near the Ammunition Supply Point, Parcel 156(7), (July 2001); Final Decision Document for the Ground Scar Near the Ammunition Supply Point, Parcel 156(7), (July 2001); Final Site Investigation Report, Ground Scar at South End of Confidence Course, Parcel 158(7), (July 2001); Final Decision Document for the Ground Scar at South End of Confidence Course, Parcel 158(7), (July 2001); Final Site Investigation Report, Contractor Laydown Area and Former Tar Plant, Parcels 86(7), 99(7), and 32(7), (August 2001); Final Decision Document for the Contractor Laydown Area and Former Tar Plant, Parcels 86(7), 99(7), and 32(7), (August 2001); Final Site Investigation Report, Former Ordnance Motor

Repair Area, Parcels 75(7), 5(7), 6(7), 41(7), and 42(7), (September 2001); Final Decision Document for the Former Ordnance Motor Repair Area, Parcels 75(7), 5(7), 6(7), 41(7), and 42(7), (September 2001); Final Site Investigation Report, Training Aids Building (Building 267), Parcel 166(7), (September 2001); Final Decision Document for the Training Aids Building (Building 267), Parcel 166(7), (September 2001), Final Revision 1 Site Investigation Report, Ground Scar with Trenches at Littlebrandt Drive, Parcel 154(7), (January 2002); Final Revision 1 Decision Document for the Ground Scar with Trenches at Littlebrandt Drive, Parcel 154(7), (January 2002); Final Revision 1 Site Investigation Report, Ground Scar South of the Autocraft Shop, Parcel 157(7), (January 2002); Final Revision 1 Decision Document for the Ground Scar South of the Autocraft Shop, Parcel 157(7), (January 2002).

3.1 Environmental Condition of Property Categories

Table 2 summarizes the DOD Environmental Condition of Property (ECP) Categories and codes. The Property proposed for transferring to the JPA contains 194.62 acres of Category 1, 119.06 acres of Category 3, and 0.42 acres of Category 4. Parcels to be transferred are summarized in Tables 3-1, 3-2, and 3-3, and shown on Figure 3.

Between 1999 and 2001, site investigations were conducted for 5(3), 6(4), 20(4), 26(3), 32(4), 42(4), 47(3), 75(3), 86(3), 89(3), 96(3), 99(3), 100(3), 101(3), 143(3), 148(3), 152(3), 153(3), 154(3), 156(3), 157(3), 158(3), 166(3), 197(3), 236(3), and 241(3) sites. Results of the site investigations indicated that no chemicals associated with the sites present an unacceptable risk to either human health or the environment. These sites require “No Further Action”. The above listed properties were previously Category 7 (areas that are not evaluated or required additional evaluation) that were reclassified to Category 3 (areas where release, disposal, and or migration of hazardous substance has occurred, but at concentrations that do not require a removal or remedial response) and Category 4 (areas where release, disposal, and or migration of hazardous substance has occurred, and all removal or remedial actions to protect human health and the environment have been taken). Parcels 6, 20, 32, and 42 were previously recorded in the Decision Documents as Category 3 properties, however, since removal actions were conducted at the sites, the parcels were appropriately reclassified to Category 4 properties in this FOST document. Copies of the site investigation reports and decision documents for the referenced sites will be provided to the JPA.

Sites adjacent to the Property are shown on Figure 3 and Table 4. Site investigations are currently ongoing or completed for the CERFA parcels adjacent to the Property to determine presence or absence of contamination.

3.2 Storage, Release, or Disposal of Hazardous Substances

Based on a review of existing records and available information, there is no evidence that hazardous substances were stored for one year or more, released, or disposed on the property in excess of the reportable quantities listed in 40 Code of Federal Regulations (CFR) Parts 373 and 302.4. Accordingly, there is no need for any notification of hazardous substance storage, release, or disposal.

3.3 Petroleum and Petroleum Products

3.3.2 Storage, Release, or Disposal of Petroleum Products

Petroleum products in excess of 55 gallons were stored on the Property at nine underground storage tank facilities; 326D and G, Parcel 5(3); 338W, Parcel 6(4); 338F, Parcel 42(4); 1800W, Parcel 20(4); 1800F, Parcel 47(3); 1876D, Parcel 101(3); 3176D, Parcel 26(3); and 4437F, Parcel 32(4).

3.3.1 Underground Storage Tanks (UST)

Underground Storage Tanks. Nine underground storage tank facilities with 13 USTs were used to store petroleum products within the property. Of the 13 tanks, seven currently remain on the property and six tanks have been removed. All tanks are registered with ADEM, except for Facility 1800F which is a heating oil tank (heating oil tanks are not required to be registered with ADEM). All UST removals were conducted in accordance with ADEM Admin Code 335-6-15, and all remaining USTs meet the technical performance standards for new UST systems in ADEM Admin Code 335-6-15.

Facilities 326D and G, Parcel 5(3). Two 500-gallon underground storage tanks, one diesel and one gasoline operated since 1975 and were removed in 1991. During tank closure, soil samples were collected and analyzed for TPH, total lead, toxicity characteristic leaching procedure (TCLP) lead, and BTEX. Concentrations of TPH ranged from 140 to 530 ppm and total lead ranged from 15 to 26 ppm. TCLP lead was below detection limits. In 1999, site investigation results indicated that no chemicals associated with the site present an

unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 338W, Parcel 6(4). One 2,000-gallon waste oil underground storage tank operated since 1982 and was closed in place by filling the tank with concrete slurry in 1994. During tank closure, product piping was removed and product odor was noted from the pipe trench. Soil analytical results of a soil sample collected from the pipe trench indicated a TPH concentration of 4,100 ppm. Approximately 3 cubic yards of contaminated soils were removed and transported to the base landfill for thin spreading. A 2,500-gallon tank was installed at the location in 1994. In 1999, site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 338F, Parcel 42(4). One 2,500-gallon heating oil underground storage tank and associated piping was removed in 1996. During tank removal, a mild product odor was found within the excavation. Soils exhibiting evidence of contamination were excavated and stockpiled. Analytical results of the stockpiled soil indicated a TPH concentration of 128 ppm. Approximately 3.5 cubic yards of stockpiled soils were treated by means of thermal volatilization. Soils not exhibiting evidence of contamination were used to backfill the excavation. In 1999, site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1800W, Parcel 20(4). One 600-gallon waste oil underground storage tank and associated piping was removed and replaced with a 2,500-gallon tank in 1994. During tank closure, soil samples were collected from all sides of the UST and the piping trench and analyzed for TPH and total lead. Soil analytical results indicated TPH was detected in all samples except for the northern side of the UST. The highest TPH concentration of 71,000 ppm was detected in samples collected from the piping trench. Approximately 6 cubic yards of contaminated soil was removed and transported to the base landfill for thin spreading. Four monitoring wells were installed and groundwater samples collected. Groundwater samples were analyzed for VOCs, lead and PAHs. No VOCs were found at concentrations above detection limits. Fluorene was detected in two monitoring wells and total lead was detected in one monitoring well. In 1999, site investigation results indicated that no

chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1800F, Parcel 47(3). One 2,000-gallon heating oil underground storage tank was installed in 1976 and was removed and replaced with a 2,500-gallon tank in 1996. During tank removal, product odor was not detected and the tank appeared to be in good condition. In 1999, site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1876D, Parcel 101(3). Two 50,000-gallon diesel underground tanks were installed in 1975 and removed in 2000. The removed tanks were observed to be in good condition. During closure activities, soil samples were collected and analyzed for TPH. Analytical results indicated that TPH was below detection limits in all samples.

One 500-gallon diesel underground storage tank was installed in 1975 and was removed and replaced in 1996. In 1999, site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 3176D, Parcel 26(3). Two 20,000-gallon diesel underground tanks were installed in 1953 and were closed in place in 1991. During tank closure, four monitoring wells were installed. Soil samples were collected during monitoring well installation. Soil analytical results indicated TPH concentrations of up to 751 ppm. Groundwater samples were collected from the four wells and were analyzed for BTEX, PAHs and lead. Lead concentrations of 16 and 22 parts per billion (ppb) were detected in samples from two monitoring wells. Two 20,000-gallon tanks were installed at the location in 1991.

One 550-gallon diesel underground storage tank used to fuel a backup generator was installed in 1953 and was closed in place in 1996. One 500-gallon diesel tank was installed at the location in 1996. In 1999, site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 4437F, Parcel 32(4). One 2,500-gallon underground storage tank was installed in 1975 and removed in 1991. During UST removal, soil samples were collected from the four walls and the bottom of the excavation. Soil samples were analyzed for TPH, total lead, TCLP lead, and BTEX. Soil analytical results indicated total lead concentrations ranged from 7.2 to 19 ppm and TCLP was below detection limits. With the exception of 1.3 ppb ethyl benzene and 3.4 ppb total xylenes detected in the sample collected from the east wall, TPH and BTEX levels were below detection limits. Contaminated soils were over excavated from the tank pit and incinerated. In 1999, site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Notification of petroleum product storage is summarized in Table 5.

3.4 Polychlorinated Biphenyls (PCBs)

In 1996, three PCB contaminated pole transformers located adjacent to Building 325 were removed from service and properly disposed through Defense Reutilization and Management Organization (DRMO). Based on a review of existing records and available information, there are no PCB contaminated transformers located on the Property and no evidence of releases from PCB equipment. Currently, some fluorescent light ballasts in the buildings may contain PCB in excess of 50 ppm, and would be subject to Toxic Substance Control Act (TSCA) requirements. The deed will contain the fluorescent light ballasts PCB warning and covenant provided in the Environmental Protection Provisions (Attachment 1).

3.5 Asbestos

Based on the 1998 Asbestos Containing Material (ACM) Survey Report (1998), several buildings on the Property contain friable and non-friable asbestos. Table 6-1 summarizes the asbestos survey results for buildings containing ACM on the Property. Buildings that were surveyed and were found to contain no ACM are summarized in Table 6-2. ACM survey reports are included in Attachment 2. The deed will contain the asbestos warning and covenant included in the Environmental Protection Provisions (Attachment 1).

3.6 Lead-Based Paint (LBP)

Except for four buildings (301, 780, 781, and 4460), all the facilities within the Property were built prior to 1978 and are presumed to contain lead-based paint. Table 7 summarizes LBP survey and LBP risk assessment results conducted in 1995 and 2000, respectively.

Attachment 3 contains the LBP risk assessment and survey report (1995) for the buildings on the Property. Wipe sample results from the 2000 LBP risk assessment were below either the Department of Housing and Urban Development (HUD) guidelines or DOD field guide risk assessment levels for lead dust. The deed will contain the lead-based paint notice and covenant provided in the Environmental Protection Provisions (Attachment 1).

3.7 Radiological Materials

Activities requiring radioactive materials and instruments were conducted in three facilities, Buildings 337, 338, and 339. In November 1999, the buildings were surveyed as Multi Agency Radiological Survey and Site Investigation Manual (MARSSIM) Class III areas. Based on the survey results as documented in the Commodity Site Survey Report, dated March 2000, the Nuclear Regulatory Commission (NRC) determined that no further action is required and the buildings meet the criteria for unrestricted use as documented in NRC letter dated 27 July 2000. Following is a brief description of each of the buildings.

Building 337. Building 337 was used historically as a general support vehicle maintenance shop. Prior to base closure it was used by the Alabama Army National Guard as a storage building.

Building 338. Building 338 was used historically as a general support vehicle maintenance shop. Prior to base closure it was used by the Directorate of Community Activities as the installation recycle center.

Building 339. Building 339 was used historically as a general support vehicle maintenance shop.

Copies of the Commodity Site Survey Report and the NRC letter dated July 27, 2000 will be provided to the JPA.

3.8 Radon

Between 1989 and 1995, radon surveys were conducted for Buildings 300, 324, 325, 1876, 3176, and 3339. Radon was not detected above the EPA residential action level of 4 picocuries per liter (pCi/L) in any of the buildings.

3.9 Chemical Warfare Materiel

Based on a review of existing records and available information, chemical warfare materiel was not used or disposed on the Property.

3.10 Ordnance and Explosives (OE)

Based on a review of existing records and available information, the Property is not known or suspected to contain ordnance or explosives (OE) (USACE, 1999). However, since OE has been found on adjoining property, there is a potential for OE to be present in the vicinity of the areas of the granted property, which may pose an explosive safety hazard. The U.S. Army intends to investigate the surrounding property. The investigation may have an impact on the property through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any object/structure being demolished using explosives) that intersect the property. The deed will contain the potential for the presence of ordnance and explosives notice provided in the Environmental Protection Provisions and will provide for use of exclusion zones for any potential OE removals on the adjacent property (Attachment 1).

3.11 Other Hazardous Conditions

Based on a review of existing records and available information, there are no other hazardous conditions that present an unacceptable threat to human health or the environment on the Property.

4.0 REMEDIATION

There are no environmental remediation orders or agreements applicable to the property. However, in the event remedial action is found to be necessary that has not been taken by the date of the transfer, the U.S. Army will conduct the appropriate remedial action. The deed will contain a provision reserving the U.S. Army's right to conduct remediation activities as provided in Section 11.0 of this FOST.

5.0 NATURAL RESOURCES

Undeveloped areas within the Property contain jurisdictional wetlands (Figure 4). Permits must be obtained from the USACE and ADEM prior to undertaking any filling, excavation, building, land clearing or any other activity which will result in a discharge to property within the boundary of any jurisdictional wetland.

6.0 ENDANGERED SPECIES

The Property proposed for transfer contains an area that has been identified as suitable gray bat foraging habitat. Figure 5 shows the moderate quality foraging habitat on the Property. The deed will include the preservation covenant provided in the Environmental Protection Provisions (Attachment 1).

7.0 HISTORICAL PROPERTIES

The Property proposed for transfer contains eight historic buildings within the Historic Districts that are eligible for inclusion in the National Register of Historic Places as documented in the Inventory and Evaluation of Seventeen Buildings, Fort McClellan dated August 1994. Table 8 and Figure 6 shows historical buildings within the Property. The deed will include the preservation covenant provided in the Environmental Protection Provisions (Attachment 1).

8.0 REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region 4, ADEM, and the public were notified of the initiation of the FOST. The comment period for this document was from 23 April to 24 May 2002. ADEM and EPA comments received during the FOST development were reviewed and incorporated as appropriate. Unresolved comments are provided as attachment 6.

9.0 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND CONSISTENCY WITH LOCAL REUSE PLAN

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act. The results of this analysis have been documented in the Disposal and Reuse Environmental Impact Statement (EIS) (1998). Any encumbrances or conditions identified in such analysis as necessary to protect human health or the environment have been incorporated into the FOST. In addition, the proposed transfer is consistent with the intended reuse of the property as set forth in the Comprehensive Reuse Plan adopted by the JPA.

10.0 ENVIRONMENTAL PROTECTION PROVISIONS

On the basis of the above results from the EBS and other environmental studies and in consideration of the intended use of the property, certain terms and conditions are required for the proposed transfer. These terms and conditions are set forth in the attached Environmental Protection Provisions (Attachment 1) and will be included in the deed.

11.0 FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all DOD requirements to reach a finding of suitability to transfer the Property to the JPA have been met for the Property subject to the terms and conditions in the attached Environmental Protection Provisions (Attachment 1). In addition, the deed for this transaction will contain the following provisions:

For Category 1 Property:

- The covenant under CERCLA §120(h)(4)(D)(i) warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States.
- A clause as required by CERCLA §120(h)(4)(D)(ii) granting the United States access to the property in any case in which a response action or correction action is found to be necessary after the date of transfer for the Property, or such access is necessary to carry out a response action or corrective action on adjoining property.

For Category 3 and 4 Property:

- The covenant under CERCLA §120(h) (3) (A) (ii) (I) warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance has been taken before the date of transfer.
- The covenant under CERCLA §120(h)(3)(A)(ii)(II) warranting that any remedial action under CERCLA found to be necessary after the date of transfer with respect to such hazardous substances remaining on the Property shall be conducted by the United States.

- The clause as required by CERCLA §120(h)(3)(A)(iii) granting the United States access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of transfer.

THOMAS E. LEDERLE
Director, Base Realignment and Closure
Hampton Field Office

12.0 REFERENCES

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TABLES

FIGURES

ATTACHMENT 1

ENVIRONMENTAL PROTECTION PROVISIONS

Attachment 1

ATTACHMENT 1

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications are to be included in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at Fort McClellan.

INCLUSION OF PROVISIONS:

The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

NO LIABILITY FOR NON-ARMY CONTAMINATION:

The U.S. Army shall not incur liability for response action or corrective action found to be necessary after the date of transfer, in any case, in which the person or entity to whom the property is transferred, or other non-Army entities is identified as the party responsible for contamination of the property.

NOTICE OF THE PRESENCE OF ASBESTOS-CONTAINING MATERIALS (ACM) AND COVENANT:

- a. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (collectively “ACM”) have been found on the Property. The locations and conditions of ACM are as described in the EBS and referenced asbestos surveys provided to the Grantee. Except as provided in Subsection b. below, the ACM on the Property does not currently pose a threat to human health or the environment and all friable asbestos that posed a risk to human health has either been removed or encapsulated.
- b. The buildings and structures identified in Table 6-1 have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the Environmental Baseline Survey (EBS) and referenced asbestos surveys (Attachment 2). The Grantor has agreed to convey said buildings and

structures to the Grantee prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee, its successors or assigns, will, prior to use or occupancy of said buildings or structures, remediate such friable asbestos or demolish said buildings or structures, or the portions thereof containing friable asbestos, and dispose of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings or structures, the Grantee, its successors or assigns, specifically agree to undertake any and all notice posting, abatement or remediation that may be required under any law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection.

- c. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantor assumes no liability for any future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee, its successors and assigns, assumes no liability for damages for personal injury, illness, disability, death or Property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to asbestos or ACM on any portion of the Property arising prior to the Grantor's conveyance or lease of such portion of the Property to the Grantee.
- d. Unprotected or unregulated exposures to asbestos in product manufacturing and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.
- e. The Grantee acknowledges that it had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this

section. The failure of the Grantee to inspect or to be fully informed as to the asbestos condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the Grantor, or any adjustment under this Deed.

- f. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against any suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after conveyance of the Property to the Grantee.

NOTICE OF THE POTENTIAL FOR PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBs) AND COVENANT:

- a. The Grantee is hereby informed and does acknowledge that equipment containing PCBs may exist on the Property to be conveyed, and is described as follows: fluorescent light ballast ("Light Ballast"). All Light Ballast has been properly labeled in accordance with applicable laws and regulations in force at the time of purchase and installation to provide notification to future users, or has been removed and disposed of off post. Any PCB contamination or spills related to such Light Ballast has been properly remediated prior to conveyance. The Light Ballast does not currently pose a threat to human health or the environment.
- b. The Grantee covenants and agrees that its continued possession, use and management of any Light Ballast will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and the Grantor assumes no liability for the future remediation of the Light Ballast or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with the Light Ballast, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) insured.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES:

- a. The Grantee is hereby informed and does acknowledge that all buildings and Residential Real Property on the Property which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint (LBP). "Residential Real Property" means dwelling units and associated common areas and building exterior surfaces, and any surrounding

land, including outbuildings, fences, and play equipment affixed to land, available for use by residents (but not including land use for agriculture, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways) and buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

- b. The seller of any interest in Residential Real Property is required to provide the buyer with any information on the LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards. Available information concerning known lead-based paint and/or lead-based paint hazards at Fort McClellan, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the EBS and (for residential properties) LBP inspections and risk assessment, which has been provided to the Grantee and is included in Attachment 3. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention and hereby acknowledges receipt of all of the information described in this subparagraph.
- c. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.
- d. The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph A, above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, the Grantee, its successor and assigns specifically agree to perform, at their sole expense, the Grantor's abatement requirements under Title X of the Housing and

Community Development Act of 1992 [(Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X)].

In complying with these requirements, the Grantee, its successor and assigns, covenant and agree to be responsible for any remediation of lead-based paint or lead-based paint hazards on Residential Real Property found to be necessary after the date of conveyance to the Grantee as a result of the subsequent use of the Property as Residential Real Property. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

- e. The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property, as Residential Real Property or Child-Occupied Facilities, as defined by 40 CFR 745-223, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Residential Real Property or a Child-Occupied Facility, the Grantee, its successor and assigns, specifically agree to perform, at its sole expense, the abatement requirements under Title X or any other requirements pertaining to lead-based paint hazards in Child-Occupied Facilities. A Child-Occupied Facility is considered to be a building, or portion of a building, visited regularly by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visit lasts at least 6 hours, and the combined annual visits last at least 60 hours. Child-Occupied Facilities may include, but are not limited to, day-care centers, preschools and kindergarten classrooms.
- f. The Grantee, its successors and assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph A above, in accordance with the procedures in 24 CFR 35; (4) Abate lead soil hazards in pre-1978 Residential Real Property, as defined in paragraph A above, in accordance with the procedures in 24 CFR 35; (5) Abate lead soil hazards following demolition and redevelopment of structures in areas that will be developed as residential

real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Grantor.

- g. The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, sublessees or to any other person, including members of the general public, arising from lead-based paint or lead-based paint hazards on the Property. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property. The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities for actions giving rise to liability under this section. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this instrument and any conveyance of the Property to the Grantee. The covenants, restrictions, and requirements of this section shall be binding upon the Grantee, its successors and assigns, and all future owners and shall be deemed to run with the land. Accordingly, the Grantee, its successors and assigns, covenant that they will include and make legally binding, this section in all subsequent transfers, leases, or conveyance documents. The Grantee, its successors and assigns, assume no liability for damages for personal injury, illness, disability, death or property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to lead-based paint on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee.

**NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND
EXPLOSIVES AND COVENANT TO REMOVE ORDNANCE AND EXPLOSIVES:**

Fort McClellan is a former military installation with a history of OE use and, therefore, there is a potential for OE to be present on the Property. Based on a review of existing records and available information, none of the land proposed for transfer is known to contain unexploded ordnance (UXO). In the event the JPA, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the Calhoun County Sheriff's Department and competent

Grantor or Grantor designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Grantee.

Ordnance and Explosives may be present on adjacent property. The U.S. Army intends to investigate the adjacent property and retains the right to use exclusion zones. The investigation may have an impact on the Property through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any object/structure which is being demolished using explosives) that intersect the property. Due to the use of exclusion zones, temporary notices and restrictions may be issued to protect public safety, human health and the environment. These temporary restrictions and notices may include but are not limited to, the removal of unexploded ordnance on the adjacent property, temporary evacuation, limited closure of facilities and environmental cleanup. In the unlikely event that evacuation is required, all action will be carried out as expeditiously as possible to minimize inconveniences to the JPA. Upon the completion of all OE work within the exclusion zones all temporary notices and restrictions shall be eliminated. A notice will be included in the deed.

NOTICE OF THE PRESENCE OF ENDANGERED SPECIES AND COVENANT:

1. Gray bats (*Myotis grisescens*) are known to forage near Cane Creek and its tributary South Branch and are known to roost in caves and under bridges in the vicinity. Areas within the Transferred Premises that are adjacent to Cane Creek and its tributary South Branch have been identified as suitable gray bat foraging habitat (Figure 5 and Attachment 4). Gray bats are listed as endangered by the U.S. Fish and Wildlife Service (FWS) and are afforded Federal protection under the Endangered Species Act (ESA) of 1973, as amended. Section 9 of the ESA prohibits private landowners from “taking” (harm, harass, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) endangered species.
2. The following measures will limit potential take of gray bats on the Transferred Premises. Failure to follow these measures could subject the violator to criminal sanctions of the ESA:
 - a) Gray bats are known to use man-made structures in the vicinity of the Property. Prior to removing or altering the structure of a bridge, abandoned buildings, or cistern, the structure should be checked for the presence of gray bats. The FWS will be contacted if bats are found to be present.

- b) Trees along Cane Creek and its tributary South Branch with moderate quality foraging habitat on the Transferred Premises provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet of these streams is necessary, the FWS should be consulted prior to cutting.
- c) Gray bats primarily feed on insects with an aquatic life stage; therefore, water quality and the physical characteristics of streams affect the amount and types of insects available for these bats. State and Federal regulations pertaining to water quality and erosion control should be followed. Additionally, modification of stream banks and water flow should be avoided to maintain present water quality and physical structure.
- d) Use of pesticides, particularly Malathion, should be managed according to a FWS consultation letter dated June 11, 1998. The Grantee should avoid (or eliminate or minimize) fogging in the vicinity of all moderate quality foraging habitat. FWS requested that if Malathion is used it should be sprayed only during daylight hours no earlier than one hour after sunrise and no later than one hour prior to sunset between March 15 and October 31. Use atmospheric conditions to determine appropriate timing for fogging on lands directly adjacent to foraging areas.

NOTICE OF HISTORIC PROPERTY AND PRESERVATION COVENANT

1. In consideration of the conveyance of certain real property hereinafter referred to as the SUPERFOST No. 2 Transfer, located in the Calhoun County, Alabama, the Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer to preserve and maintain eight buildings in the Historic Districts including Buildings 4401, 4402, 4405, 4406, 4410, 4411, 4412, and 4413 in the Ammunition District, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992), in order to preserve and enhance those qualities that make the eight buildings in the Historic Districts eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. In addition, any design review guidelines established by a Preservation Commission with appropriate authority will be followed. If the Grantee desires to deviate from these maintenance standards, the Grantee will notify and consult with the Alabama State Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.

2. The Grantee will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the eight buildings within the Historic Districts "Demolition or interior retrofit of noncontributing buildings and structures can be undertaken after thirty (30) days of written notice to the Alabama State Historical Preservation Officer without further consultation."
3. Within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of notification provided by the Grantee pursuant to paragraph 2 of this covenant, the Alabama State Historic Preservation Officer will respond to the Grantee in writing as follows:
 - (a) That the Grantee may proceed with the proposed undertaking without further consultation; or
 - (b) That the Grantee must initiate and complete consultation with the Alabama State Historic Preservation Office before it can proceed with the proposed undertaking.

If the Alabama State Historic Preservation Officer fails to respond to the Grantee's written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then the Grantee may proceed with the proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to the Grantee by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that the Grantee will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then the Grantee shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any

mitigation measures to which the Grantee and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the Grantee.

5. Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect the eight buildings within the Historic Districts in order to ascertain its condition and to fulfill its responsibilities hereunder.
6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of the eight buildings within the Historic Districts. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.
7. In the event that the eight buildings within the Historic Districts (i) are substantially destroyed by fire or other casualty, or (ii) are not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the Alabama State Historic Preservation Officer and record a duplicate original of said notice in the Calhoun County Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the historic buildings as to the facts set forth therein.
8. The Grantee agrees that the Alabama State Historic Preservation Officer may at his/her discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.
9. This covenant is binding on the Grantee, its heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Officer.
Restrictions, stipulations, and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Transferred Premises or any part thereof.

10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
11. The covenant shall be a binding servitude upon the Transferred Premises and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE:

These restrictions and covenants are binding on the Grantee, its successors and assigns shall be included in subsequent deeds; and shall run with the land; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are therefore enforceable by the Grantor and the State of Alabama.

ATTACHMENT 2

ACM SURVEY REPORTS

ATTACHMENT 3

LBP RISK ASSESSMENT AND SURVEY REPORTS

ATTACHMENT 4

BIOLOGICAL ASSESSMENT REPORT

ATTACHMENT 5

FORT MCCLELLAN COMPREHENSIVE REUSE PLAN

ATTACHMENT 6

UNRESOLVED COMMENTS